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SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Accounting and Appropriation Data

Accounting and appropriation data for obligations under the contract will be set forth on individual delivery orders.

G.2 Government Representatives

Management of the TCE Contract will be conducted on two tiers:

- (1) Management and administration of the base TCE contract by the TCE Program Management Office and the IRS Office of Procurement, as illustrated in Figure G-1 below. Within these offices reside the Contracting Officer (CO), Contracting Officer's Technical Representative (COTR), and TCE Program Manager;
- (2) Management and administration of delivery orders by individual Bureaus, as illustrated in Figure G-2. Within each Bureau, a Designated Agency Representative will order services against task orders issued by Bureau Contracting Officers.

Figure G-1: Contract Management Relationships

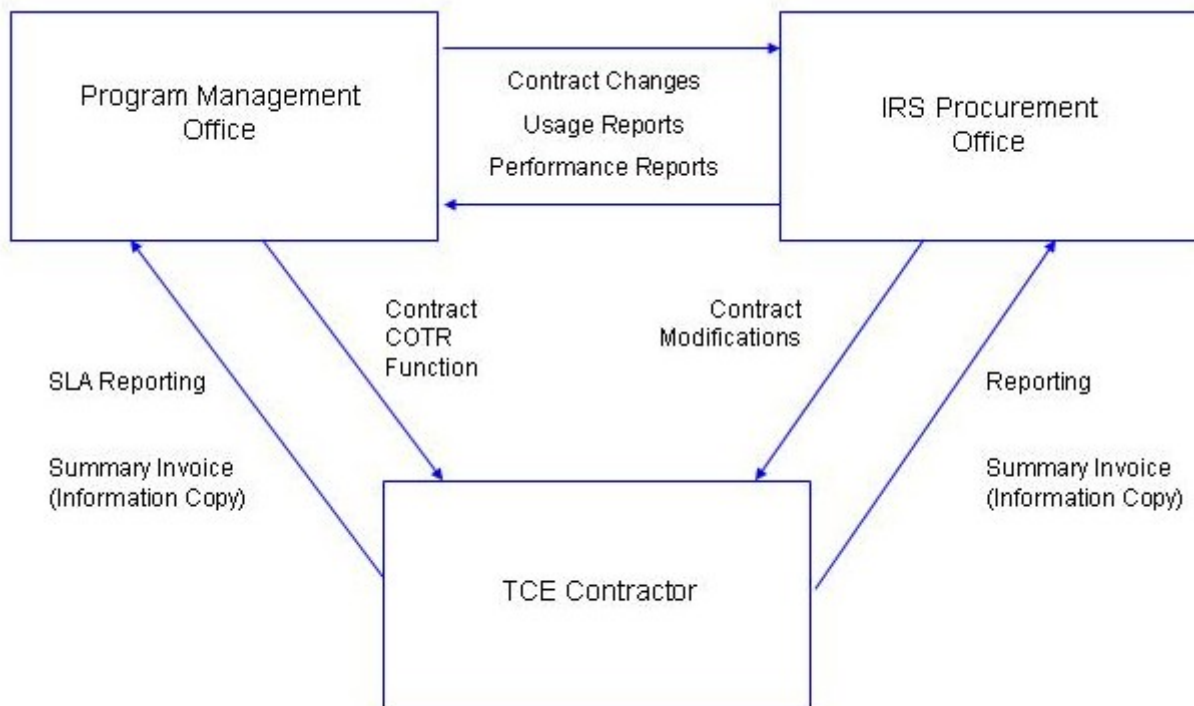
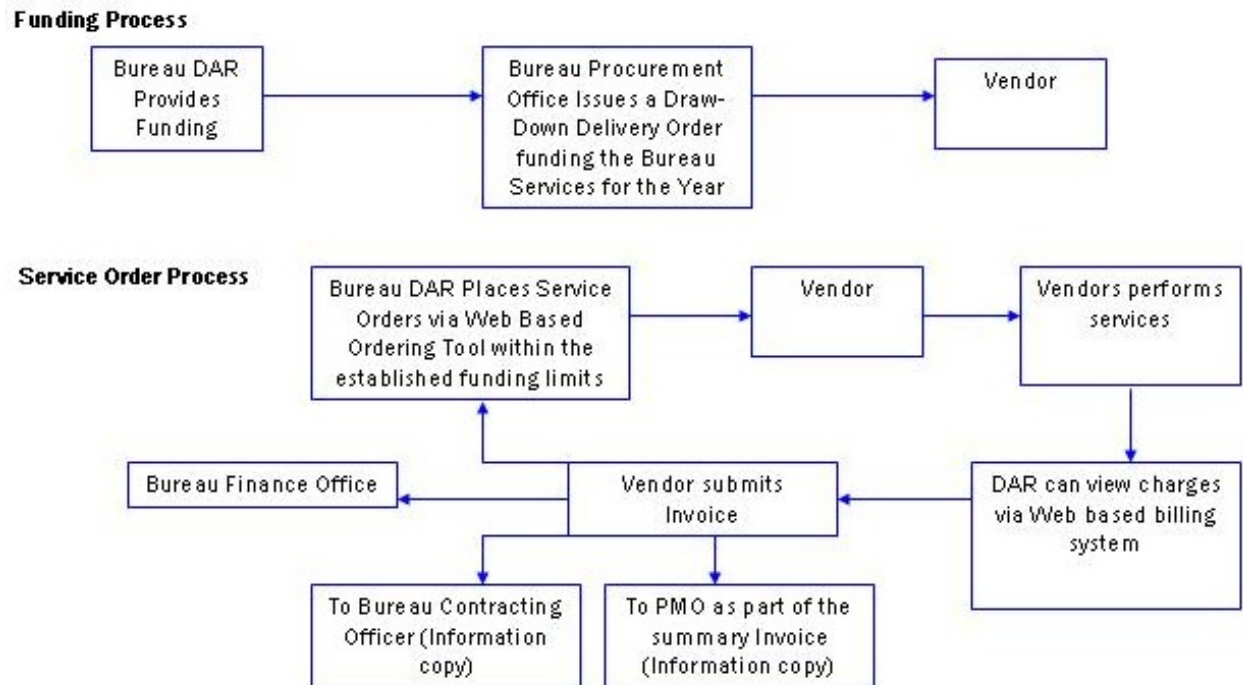


Figure G-2: Task Order Management Relationships



The following subsections describe the roles and responsibilities of individuals who will be the primary points of contact for the Government on matters regarding contract administration as well as other administrative information. The Government may change assignments for this contract at any time without prior notice to the Contractor. The Contractor will be notified of the change.

G.2.1 Contracting Officer (CO)

- (a) The TCE Contract will be administered by:

(To be designated at time of award)
Internal Revenue Service
Office of Contract Administration
Communications Administration Branch
6009 Oxon Hill Road, Suite 500
Constellation Centre
Oxon Hill, MD 20745

- (b) Written communications shall make reference to the contract number and shall be mailed to the above address.

- (c) The Contracting Officer has the overall responsibility for the administration of this contract. The CO, without right of delegation, is the only authorized individual to take actions on

behalf of the Government to amend, modify, or deviate from the contract terms, conditions, scope, requirements, specifications, details, and/or delivery schedules. The CO may delegate specific responsibilities to its authorized representative, hereinafter referred to COTR.

(d) The CO will identify the COTR for this contract through a written designation. A copy of the letter of designation stating specific duties and responsibilities will be provided to the Contractor. The CO may also designate alternate COTRs for this contract.

G.2.2 COTR Designation and Authority (DTAR 1052.201-70)

(a) The Contracting Officer's Technical Representative(s) is (are):

Name(s): [To be designated after contract award]

Title: COTR

Address: _____

Phone No.: _____

Fax No.: _____

E-mail: _____

(b) The COTR will represent the Contracting Officer in the administration of technical details within the scope of this contract. The COTR is also responsible for the final inspection and recommending acceptance of all services and deliverables, and for monitoring the Contractor's performance and notifying the Contractor and CO of any deficiencies observed. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COTR does not have authority to alter the Contractor's obligations or to change the contract specifications, price, terms, or conditions. In the absence of the COTR, the Alternate COTR will have the same duties and responsibilities as the COTR when acting in the absence of the COTR. The COTR will notify the CO in writing, who will subsequently notify the Contractor, in writing, when the Alternate COTR is acting for the COTR. If, as a result of technical discussions, it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the Contracting Officer.

(c) Performance of work under this contract shall be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in detail, and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(d) Technical direction must be within the scope of the specification(s)/work statements and shall not result in any action that:

- (1) Constitutes a change of assignment or additional work outside the specification(s)/work statement.
- (2) Constitutes a change as defined in the contract clause entitled "Changes".

- (3) Causes an increase or decrease in the contract price, or the time required for contract performance.
- (4) Changes any of the terms or conditions of the contract (Service Level Agreements, work statements, etc.)
- (5) Interferes with the Contractor's right to perform under the terms and conditions of the contract; or,
- (6) Directs, supervises, or otherwise controls the actions of the Contractor's employees.

(e) Technical direction may be verbal or written. The COTR shall confirm verbal direction in writing within five (5) business days, with a copy to the Contracting Officer.

(f) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the Contractor, any direction of the COTR, or his/her designee, falls within the limitations in technical direction detailed above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government business day.

(g) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the contract clause entitled "Disputes" (see FAR Clause 52.233-1).

G.2.3 TCE Program Manager

- (a) The Program Manager for the TCE contract is:

Name(s): [To be designated after contract award]

Title: Program Manager

Address: _____

Phone No.: _____

Fax No.: _____

E-mail: _____

(b) The TCE Program Manager is the principal technical representative for the Government with overall responsibility for the TCE Program.

G.2.4 Designated Agency Representatives

(a) Each Bureau will have a single Designated Agency Representative (DAR). The DAR will be responsible for the service order requirements of its respective Bureau. The CO will appoint each DAR in writing. At the Bureau's discretion, an alternate DAR may be designated. In the absence of the DAR, the Alternate DAR will have the same duties and

responsibilities as the DAR. At contract award, the DAR for each Bureau will be identified in writing.

(b) Service orders for each Bureau will be issued only by the DAR and shall be within the constraints of the funding provided on task orders issued by Bureau Contracting Officers. The DAR will be responsible for inspection and acceptance of the services ordered.

G.2.5 Bureau Contracting Officers

Services on TCE will be funded via task orders issued by Contracting Officers within individual Bureaus following the ordering procedures set forth in G.4. No specific delegations are required.

G.3 Contractor Representatives

The Contractor shall identify below a Contract Manager, Program Manager, Security Manager, and Transition Manager who shall have the authority to make contract and technical decisions respectively regarding this contract. These individuals will act for the Contractor for the duration of this contract or until the Contracting Officer has been notified by the Contractor in writing of their replacement. The positions of Program Manager, Security Manager, and Transition Manager are considered to be Key Personnel and will be subject to the provisions of H.6.

G.3.1 Contract Manager

(a) The Contract Manager to be contacted for all contract administration matters is:

Name:	_____
Address:	_____

Phone No.:	_____
Fax No.:	_____
E-mail:	_____

(b) The Contract Manager shall be responsible for all contract administration issues and shall act as the central point of contact with the Government for all such issues. The Contract Manager shall have full authority to act for the Contractor on all contractual matters.

G.3.2 Program Manager (Key Personnel)

(a) The Program Manager to be contacted for all program-level service related issues is:

Name: _____
Address: _____

Phone No.: _____
Fax No.: _____
E-mail: _____

(b) The Program Manager shall act as the central point of contact with the Government for all program-wide technical issues. The Program Manager shall be responsible for all issue resolution, program management, and other contract support that includes, but is not limited to, design engineering, utilization and optimization efforts, and maintenance activities. The Program Manager shall provide comprehensive account support for the TCE contract. The Program Manager shall have full authority to act for the Contractor in performing all contract requirements. The Program Manager shall notify the Contracting Officer whenever he/she believes that he/she is receiving direction that deviates from the terms of the contract.

G.3.3 Security Manager (Key Personnel)

(a) The Security Manager to be contacted for all security related issues is:

Name: _____
Address: _____

Phone No.: _____
Fax No.: _____
E-mail: _____

(b) The Security Manager shall be the single point of contact for all security issues resolution, security management, Certification and Accreditation, and other security support on the contract. The Security Manager shall notify the Contracting Officer whenever he/she believes that he/she is receiving direction that deviates from the terms of the contract.

G.3.4 Transition Manager (Key Personnel)

- (a) The Transition Manager to be contacted for all transition related issues:

Name: _____
Address: _____

Phone No.: _____
Fax No.: _____
E-mail: _____

(b) The Transition Manager is responsible for managing all aspects of transition, including schedule, customer dependencies, cross-team coordination, priorities, risks, resources, maintaining effective communications with program management and the customer on all status, issues, risks, priorities, and roadblocks. The Transition Manager shall notify the Contracting Officer whenever he/she believes that he/she is receiving direction that deviates from the terms of the contract.

G.3.5 Project Manager

If set forth in the Contractor's Program Management Plan, the Contractor may use Project Managers to oversee the performance of individual Bureau requirements and/or special projects/program-wide enhanced services. Project Managers may be designated at the contract-level or in individual task orders.

G.4 Ordering Procedures

The Government will order any supplies and services to be furnished under this contract by issuing task orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. Additionally, authorized officials may order services in accordance with G.4 after a funded delivery order has been issued.

G.4.1 Direct Ordering

TCE services shall be ordered by the issuance of Task Orders in accordance with FAR 52.216-18, Section I. Bureaus may directly place orders under the contract to accomplish tasks for their agency. The Bureau will be responsible for the issuance, administration, payment and closeout of the order (See also G.7). All orders are subject to the terms and conditions of this contract. In the event of conflict between an order and this contract, the contract shall prevail.

Within the TCE contract, a task order, as defined in FAR 2.101, is issued by a warranted Contracting Officer and obligates funds from which services will be paid. A service order is placed by the COTR or a DAR against a task order via the web-based ordering system.

All authorized users (Bureau contracting offices and DARs) shall maintain records of all task orders and service orders issued against the contract. A bi-annual summary of ordering activity shall be provided to the PMO and the IRS Contracting Office.

In no event will a Bureau task or service order change the requirements or service level agreements of the TCE contract. Should the Bureau require such a change, specific approval must first be obtained from both the TCE Program Manager and the IRS Contracting Officer.

G.4.1.1 Task Orders

Task orders may be issued in two ways: (1) providing a detailed description of the CLINs ordered and for which service orders may or may not be placed; or (2) by providing funds through a draw-down delivery order from which the COTR or DAR places service orders within the available ceiling.

At a minimum, each task order shall contain the following information:

- (1) The contract number, the task order number, and any other control numbers established by the ordering activity;
- (2) Contractor identification including the Contractor's name, address and any other applicable information/numbers;
- (3) CLINs ordered or the draw-down amount and ceilings;
- (4) Delivery/period of performance requirements;
- (5) Prompt payment discount information;
- (6) Accounting and appropriation data;
- (7) Any special clauses or procedures required by the procuring activity, such as special delivery/acceptance instructions.

The Government may terminate any task order upon written notice from the Contracting Officer. Upon termination, the Contractor shall deliver to the Government all documents, specifications, plans, and materials produced by or provided to the Contractor as of the date of the termination, as well as documentation for all products designed or developed by the Contractor.

G.4.1.2 Service Orders

Only the TCE COTR or Bureau DAR may issue service orders. Field Office personnel are not authorized to issue service orders unless specifically identified in writing (see also G.2.4). All service orders will be placed against a specific task order issued by the Bureau and may only include priced CLINs from the base contract utilizing specified established contract services. Service orders, which are not issued against a specific task order, are invalid and unauthorized. If the Contractor should receive a service order from the Government that is not identified with a specific task order, the Contractor shall not act upon that service until the Government has clarified its intent and relate the service order to a specific task order for the Bureau in question.

Service orders will be issued against the task order in a draw-down manner, meaning as service orders are placed by the Bureau, the DAR will subsequently subtract the cost of the service order from the associated task order. If additional funds are required, DARs are responsible for ensuring funds are available and obligated on their task orders prior to service order placement. In no case may a service order exceed the available funds on the task order.

Service orders for locations containing more than one Bureau may be placed by the COTR or the DAR from one of the Bureaus. The TCE PMO may assist in coordinating the service order between the Bureaus.

G.5 Special Projects

The TCE Contract provides for special projects (C.4.1.1) and other potential service enhancements. Special projects (C.4.1.1) may only be ordered by a Contracting Officer. Such services will be ordered through a negotiated Task Order Request (TOR) process. The Bureau Contracting Officer will issue a TOR that provides sufficiently detailed requirements, including at a minimum, a statement of work, deliverables, the period and place of performance, acceptance criteria, requested service level agreements (if appropriate), and any other specific requirements to allow the vendor to prepare a response. The TOR will be detailed enough to permit the Contractor to propose a fixed price or a time and materials-based level of effort, depending on the requirements. The Contracting Officer will then issue a task order to obtain the services.

All program-wide enhancements (including those identified in C.4.1.2 through C.4.1.6) will be ordered following the same procedures as identified above, except they must be processed through the TCE PMO and issued by the IRS Contracting Officer.

G.6 Changes to Orders

Orders may be changed either at the Government's initiative or in response to the Contractor's proposal. Contract changes are issued by means of a Standard Form 30 (Amendment of Solicitation/Modification of Contract) or an appropriate customer agency form. Direction changing the requirements of an order will not be binding upon the Contractor unless issued by the appropriate Bureau Contracting Officer in writing. Likewise, the Government will not be liable for an equitable adjustment to the price of an order on account of a change, unless the Contracting Officer authorizes the change.

G.7 Special Contract Administration Responsibilities

Each Bureau using TCE has the primary responsibility for the administration of any order it places with the Contractor.

The Bureau shall be responsible for:

- a) Ensuring that task orders are within the scope of the contract;
- b) Administering and final closeout of Bureau orders;
- c) Performing inspection and acceptance or rejection of the services performed by the Contractor;
- d) Payment, withholds, or partial payment of Bureau invoices;
- e) Forwarding end of fiscal year notification to the IRS Contracting Officer; either by (memo, letter, or electronically) that all Bureau delivery orders awarded in proceeding fiscal year are closed and final disposition complete including release of claims letters;

The IRS Office of Procurement is responsible for overall administration and the final closeout of the contract, and when necessary, shall:

- a) Provide scope oversight;
- b) Serve as liaison between the Contractor and user Bureaus;
- c) Assist in expediting orders;
- d) Ensure compliance with contract requirements;
- e) Issue the Contracting Officer's final decision and handle all contractual disputes under the Contract Disputes Act;
- f) Place all contract modifications against the Contract.

Unless otherwise delegated, only the designated IRS Contracting Officer, as defined in G.2.1, has oversight of the contract as a whole.

G.8 Remittance Address

The Contractor shall indicate in the space provided below the address where payment should be mailed if different from the Contractor's address: [To be completed at time of contract award]

G.9 Invoicing

The web-based billing systems, as described in C.3.2.4, are intended to provide billing data and insight into service charges, credits, etc. The use of this data and the web-based billing system does not constitute the official monthly invoice.

The Contractor shall adhere to all invoicing processes and requirements as outlined in this Contract.

G.9.1 Invoice Cycle

The Contractor shall bill in arrears on a monthly basis. Each invoice shall reflect all charges from the first through the last day of the billing month and shall not reflect charges for services provided more than one month previous to the billing period. The original paper invoice and a second electronic copy of proper invoices shall be delivered by the tenth day of the month to the addresses [Bureau finance/payment office, Bureau DAR (or TCE COTR) and Bureau Contracting Officer] identified in individual Bureau task orders.

To improve the timeliness of the inspection and acceptance of the delivered goods and/or services and receipt of payment by the Contractor, the Contractor shall submit copies of the invoice, clearly marked as information copies, to the DAR or COTR and the Contracting Officer concurrently.

G.9.2 Invoice Fields

(a) To constitute a proper invoice, all invoices must include the following information and documentation:

- (1) Contract number on address label;
- (2) Invoice number
- (3) Bureau and Bureau order number;
- (4) Bureau point of contact/phone number;
- (5) Invoice date;
- (6) CLIN description, price, quantity, and services actually delivered or rendered, with any new services clearly identified as such;
- (7) Site address;
- (8) Period of service performance;
- (9) Supporting documentation as required;
- (10) Taxpayer Identification Number (TIN);
- (11) Shipping and payment terms;
- (12) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

(b) Credits. Any credits due to the Government under this contract shall be applied against the Contractor's invoice with the appropriate information attached.

G.9.3 Invoice Reconciliation

The Contractor shall ensure that each invoice contains all pricing components in sufficient detail to reconcile charges with actual installation or services completed. Incorrect invoices will be returned to the Contractor for resubmission after all errors have been identified and corrected. Resolution of billing errors will be performed within 30 calendar days from the time of notification. The Contractor shall ensure that all charges, credits, and debits are shown on the invoice and that no additional data is required by the Government to verify the amount of discounts, credits, or debits. If billing errors are not resolved within 30 calendar days, the Government reserves the right to issue a final decision denying payment in whole or in part.

G.9.4 Withholding Payment/Discounts

In the event that the Government decides that a charge or credit on an invoice is not properly billed, every effort will be made to promptly pay the portion of the invoice not in question and give detailed written notice to the Contractor concerning the charge or credit in question.

The Government reserves the right to withhold partial or entire payment of invoices as a result of incomplete service delivery, service levels that have not been met, or invoices that are incorrect and in dispute.

The Contractor shall apply withholds to invoices based on the actual level of services provided to Treasury. Service availability shall be calculated at the site level as well as the network level. Specific withholds are identified in Section F, *Deliveries or Performance*.

G.9.5 Invoice Supporting Documentation

The Contractor shall, at the request of the Government, provide any and all supporting documentation that would be required to support any and all invoices submitted by the

Contractor at no additional cost to the Government. Supporting documentation shall be determined by the complexity of the dispute.

G.9.6 Acceptance and Partial Payments

Invoices not conforming to paragraph (a)(3) of contract clause FAR 52.232-25, Prompt Payment, shall be deemed improper and will result in complete rejection of the invoice or partial payments of properly invoiced amounts only.

Government acceptance is deemed to occur constructively on the 7th day after the Contractor delivers supplies or performs services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract requirement. The constructive acceptance requirement does not compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

G.9.7 Payment Due Date

The due date is the date specified in the contract, or if no due date is specified in the contract, the due date shall be considered to be the later of the following two events:

- (1) The 30th day after receipt of a proper invoice, or;
- (2) The 30th day after the acceptance of supplies delivered or services performed by the Contractor. Payments will be made monthly after satisfactory completion, inspection, and acceptance of services or as determined for each task order or service.

G.10 Monthly Reports

On a monthly basis, the Contractor shall furnish the Contracting Officer's Technical Representative (COTR) and TCE Program Management Office a monthly informational summary data including charges for all Bureaus, the total billed charges for all Bureaus for the month, the remaining dollar obligation under the guaranteed minimum, and the remaining amount of unspent dollars under the maximum contract dollar limitation.

G.11 Electronic Funds Transfer (EFT) Payments (IR1052-01-001)

In order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. CCR is the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the Internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) that a contractor can call to get an expedited DUNS number in order to start the registration process. Contractors must obtain the EFT account numbers from their own financial institution, if not already known. Contractors will be ineligible for awards if they are not registered in CCR, unless they meet one of the exceptions in FAR 4.1102(a). Contractors who qualify for an exception must still obtain an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form directly to:

Internal Revenue Service
Beckley Finance Center
P. O. Box 9002
BECKLEY, WV 25802
Or Fax to: (304) 256-6033

If the ACH Vendor/Miscellaneous Payment Enrollment Form is not included in this solicitation/award, it can be obtained from the IRS Contracting Officer or from the IRS Beckley Finance Center, (304) 256-6000.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Center within three (3) business days. Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Center within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information to: CFOBFC.CCRPaymentinformation@irs.gov.

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended.

Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The form can be obtained from the Contracting Officer or from the Beckley Finance Center by phone at (304) 256-6000 or by fax at (304) 256-6033. Contractors must obtain the waiver from EFT payments prior to award of a contract or agreement.

G.12 Payment Advice Internet Delivery System (IR1052-01-002)

The U. S. Department of the Treasury, Financial Management Service maintains the Payment Advice Internet Delivery (PAID) system. PAID provides Contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the

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Automated Clearing House (ACH) payment system. PAID is free to Contractors with Internet access.

Registration for the PAID system can be done on-line at <http://fms.treas.gov/paid/> (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered Contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS Beckley Finance Center at (304) 256-6000.

(End of Section)